



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract with George Reed, Inc., of Modesto, for 800 Tons of Asphalt Materials for Fiscal Year 2012/13 (\$57,701)

MEETING DATE: June 20, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract with George Reed, Inc., of Modesto, for 800 tons of asphalt materials for Fiscal Year 2012/13, in the amount of \$57,701.

BACKGROUND INFORMATION: The asphalt materials purchase is needed to carry out preventative street maintenance and repairs. In the past few years, due to budget shortfalls, the street maintenance program did not include a thin overlay program but only purchased materials needed for localized repairs.

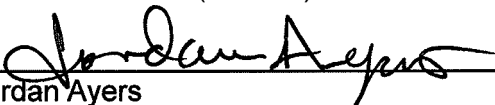
This year, the Streets and Drainage Division plans to increase its focus on street pavement maintenance. The amount of asphalt requested for FY 2012/13 is an increase of 300 tons over prior years to accommodate localized repair needs and a thin overlay program. The contract includes the purchase of cold patch material, traditionally purchased on an as-needed basis, in order to stabilize costs and to better track material usage. The bid documents included an optional cost for delivery that none of the bids included. As a result, delivery will be separately contracted, if needed.

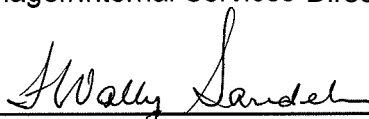
Specifications for this project were approved on May 2, 2012. The City received the following two bids for this project on May 30, 2012. The project estimate for this project was \$50,000.

Bidder	Location	Bid
George Reed, Inc.	Modesto, CA	\$57,701
Granite Construction Company	Watsonville, CA	\$68,985

FISCAL IMPACT: Preventative maintenance extends the useful life of our streets and reduces future street reconstruction costs.

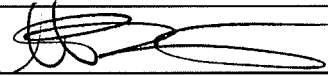
FUNDING AVAILABLE: Measure K Fund (325039)


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer
FWS/KMG/pmf
cc: Deputy Public Works Director – Utilities
Compliance Engineer

APPROVED:


Konrad Bartlam, City Manager

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and GEORGE REED, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, the Contractor agrees with the City, at to furnish all the materials as described in the Contract Documents which are hereby made a part of the Contract; the Contractor also agrees, in accordance with Section 2.4, "Ordering," of the General Provisions, that should it not be possible in certain instances for the supplier to make material available to the City, the City reserves the right to obtain the required materials from other vendors. The contract supplier shall have no recourse or claim against the City for any such purchases.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 2.5, "Measurement and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials embraced in this agreement; and any adjustments to contract prices during the term of this contract shall be in accordance with Section 2.3, "Adjustment in Contract Prices" of the General Provisions for paving asphalt price fluctuations exceeding ten percent (10%); the Contractor also agrees to provide documentation of any price fluctuations, with compensation adjustments provided, prior to the invoicing of said price increases, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

ASPHALT MATERIALS

2012/2013

ITEM 1. 9.5mm (318") Max Medium Type A, PG 64-16 or 64-10

Estimated Annual Quantity

400 Tons

PRICE PER TON:

\$65.00

TAX:

\$5.04

ADDITIONAL COSTS

(fuel surcharge, energy adjustments, etc., if any)

\$0.0

TOTAL COST PER TON (F.O.B. Plant)

\$70.04

DELIVERY COST PER TON (Optional)

N/A

DELIVERY STANDBY COST PER HOUR

(wait over 15 minutes)

N/A

ITEM 2. 12.5m (112") Max Medium Type A, PG 64-10

Estimated Annual Quantity

300 Tons

PRICE PER TON:

\$63.50

TAX:

\$4.92

ADDITIONAL COSTS

(fuel surcharge, energy adjustments, etc., if any)

\$0.00

TOTAL COST PER TON (F.O.B. Plant)

\$68.42

DELIVERY COST PER TON (Optional)

N/A

DELIVERY STANDBY COST PER HOUR

(wait over 15 minutes)

N/A

ITEM 3. Cutback

Estimated Annual Quantity

100 Tons

PRICE PER TON:

\$85.00

TAX:

\$6.59

ADDITIONAL COSTS

(fuel surcharge, energy adjustments, etc., if any)

\$0.00

TOTAL COST PER TON (F.O.B. Plant)

\$91.59

DELIVERY COST PER TON (Optional)

N/A

DELIVERY STANDBY COST PER HOUR

(wait over 15 minutes)

N/A

Loads may be six (6), twelve (12) or twenty-five (25) tons.

Plant Location:

17300 E. Jahant Road

Clements, CA 95227

Telephone: (209) 759-3331 / Fax: (209) 334-0790

Fee for Asphalt Recycling, \$0.00 per ton.

ARTICLE IV - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VI - The purchase of asphalt material shall be for the period of July 1, 2012 through June 30, 2013 for the City of Lodi.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR

Dated:_____

Authorized Signature

Title

TYPE OF ORGANIZATION
Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

Address

(_____) _____
Telephone

CITY OF LODI
a Municipal corporation


Konradt Bartlam
City Manager

Attest:

Randi Johl, City Clerk

Approved as to Form:

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2012-102

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING CONTRACT AND AUTHORIZING THE
CITY MANAGER TO EXECUTE CONTRACT FOR 800 TONS
OF ASPHALT MATERIALS FOR FISCAL YEAR 2012/13

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on May 30, 2012, at 11:00 a.m., for 800 tons of asphalt materials for fiscal year 2012/13, described in the specifications therefore approved by the City Council on May 2, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
George Reed, Inc	\$57,701
Granite Construction Company	\$68,985

WHEREAS, staff recommends awarding the contract for 800 tons of asphalt materials for fiscal year 2012/13 to the low bidder, George Reed, Inc., of Modesto, California, in the amount of \$57,701.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for 800 tons of asphalt materials for fiscal year 2012/13 to the low bidder, George Reed, Inc., of Modesto, California, in the amount of \$57,701; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract on behalf of the City of Lodi.

Dated: June 20, 2012

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I hereby certify that Resolution No. 2012-102 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Nakanishi

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk